

# Business law dis #4

Law



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Business Law discussion 4 Question 3 page 315 In the case Guyan Machinery and Albert Voorhees, the issue is if Guyan is entitle to enforce the non-compete clause and if this is enforced, another question that arises is whether this will go against Albert's freedom. In this case, Guyan has a genuine concern that Albert might reveal some of the company's secrets to its competitors as seen in the case of King v. Head Start Family Hair Salons, Inc. Guyan may also have concerns Albert may attract some customers to Polydeck Corp as seen in the case of Davis V. Mason. However, this clause will impose an UNDUE HARDSHIP upon Albert because Polydeck Corp only constitutes one percent of Guyan and therefore, is not entitled to the non competition clause.

Non-compete agreements are usually linked to geographical boundary. In the case of internet based businesses, the non-compete clause may not be applicable because these companies have access to the global market and therefore, it is hard to determine a reasonable geographical restriction.

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In the case Susan and Dean, Dean will get the painting back because a mistake was made when selling the paint. There was a basic error in the price of the painting from both parties. In this case there was a bilateral mistake where both parties negotiated based the same factual error about the price of the painting. Because if the mistake, this contract is VOIDABLE.